



STAFF REPORT

Resolution authorizing a Statement of Understanding between the City of Belmont and the American Red Cross, Bay Area Chapter, relative to establishing Mass Care Shelters in Belmont for victims of disaster.

Honorable Mayor and Council Members

Summary

The City of Belmont has the legal responsibility to provide shelter to its citizens in the event of an emergency or a disaster. The City works with the American Red Cross (herein after referred to as the Red Cross) to perform these disaster services. The authority of the American Red Cross to perform disaster services was formalized when it was chartered in 1905 and reaffirmed in the Federal Disaster Relief Act of 1974.

In 1989, City Manager Everett entered into an agreement with the Red Cross to provide disaster and emergency relief to residents of Belmont affected by natural disasters or other emergencies. That agreement expired in 1994 and was never renewed.

In March 2003, the Red Cross advised the City that the Red Cross was in the process of updating all of its disaster service agreements and required a new agreement with the City. Once the City enters into this agreement with the Red Cross, the Red Cross will assume all liability for shelter operations, both financial and otherwise.

Background and Discussion

On May 6, 1989 City Manager Ed Everett signed an agreement between the City of Belmont and the Golden Gate Chapter of the American Red Cross for the relief of persons affected by natural disasters or other emergencies. A September 2003 search of the city records revealed that this agreement had expired in 1994, was not renewed nor was a new agreement put in its place.

Currently, the Red Cross has shelter agreements pending with both Carlmont High School and Notre Dame de Namur University that would allow the Red Cross to set up shelters in those facilities. In addition, a discussion has been opened with Notre Dame High School to designate their gymnasium as a third shelter site. While these agreements are separate from the master shelter agreement between the City of Belmont and the Red Cross, they are related.

In the event of a disaster, the schools' first responsibility is to their students. If the disaster or

emergency occurred during school hours, the schools would need to provide shelter to their own students and staff first. This may render the schools unavailable as public shelters. In this case, the City would need to designate and open shelter(s) at other locations, such as Twin Pines Senior and Community Center. Without the mass care shelter agreement between the City of Belmont and the Red Cross to provide shelter services, all operational costs and liabilities associated with the shelter(s) established by the City would be assumed by the City. Once the City enters into the mass care shelter agreement with the Red Cross, the Red Cross will assume all liability for shelter operations, both financial and otherwise.

On March 10, 2003 the Disaster Service Department of the Red Cross sent a letter to the City of Belmont, along with a copy of the revised Red Cross Statement of Understanding (SOU). The letter explained that as part of the updating all the emergency shelter SOU's for displaced members of the community, the City needed to complete and sign a revised document.

In November 2003 the revised SOU was sent to City Attorney Jean Savaree for review. City Attorney Savaree approved the SOU as written with no objections. The SOU includes a hold harmless clause, absolving the City of Belmont of any liability, in respect to bodily injury, death and property damage arising from the Red Cross' use of the property belonging to the City, unless such a liability is caused by the City of Belmont negligence. The agreement continues until terminated by either party. Either party may discontinue this agreement in writing, anytime, unless the facility is currently being used as a shelter.

Fiscal Impact

No fiscal impact anticipated.

Recommendation

Authorize that the Statement of Understanding be entered into with the American Red Cross.

Alternatives

1. Provide alternate direction.
2. Take no action at this time.

Attachments

American Red Cross, Bay Area Statement of Understanding.

Respectfully submitted,

Hilory Brown
EOC/OES Liaison

Donald J. Mattei
Acting Chief of Police

Jere A. Kersnar
City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
AUTHORIZING A STATEMENT OF UNDERSTANDING BETWEEN THE CITY OF
BELMONT AND THE AMERICAN RED CROSS, BAY AREA CHAPTER, RELATIVE
TO ESTABLISHING MASS CARE SHELTERS IN BELMONT FOR VICTIMS OF
DISASTER.**

WHEREAS, the American Red Cross is authorized and mandated by federal law to provide emergency services and disaster relief, including mass care sheltering, and

WHEREAS, those services have been provided to the City of Belmont in a previous agreement which has expired, and

WHEREAS, the new agreement proposed by the American Red Cross has been reviewed by and approved by the Belmont City Attorney.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Belmont hereby authorizes and directs the City Manager to execute said Agreement with the American Red Cross, Bay Area Chapter to provide emergency services and disaster relief to the citizens of Belmont.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on February 10, 2004 by the following vote:

AYES, COUNCIL MEMBERS: _____

NOES, COUNCIL MEMBERS: _____

ABSTAIN, COUNCIL MEMBERS: _____

ABSENT, COUNCIL MEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont